

03-12-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <u>1 20 99</u>
		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	<u>RELEASE AND REASSIGNMENT</u>

Conveying Party Mark if additional names of conveying parties attached

Name THE CHASE MANHATTAN BANK Execution Date 1 20 99
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

Receiving Party Mark if additional names of receiving parties attached

Name CONSOLIDATED CIGAR CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5900 North Andrews Avenue

Address (line 2) _____

Address (line 3) Fort Lauderdale Florida U.S.A. 33309
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0661-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0661-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,873,381"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

MELISSA T. ROSSE Melissa T. Rowe 3/5/99

Name of Person Signing Signature Date Signed

TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (the "Release") dated as of ~~December 20~~^{January}, 1993 is by and between THE CHASE MANHATTAN BANK ("CHASE"), a national banking association with its head office at 1 Chase Manhattan Plaza, New York, New York 10005, and Consolidated Cigar Corporation ("CCC"), a Delaware corporation with its principal place of business at 5900 North Andrews Avenue, Fort Lauderdale, Florida 33309.

WHEREAS, CHASE, CCC and certain subsidiaries of CCC, entered into a Security Agreement dated as of March 3, 1993 (the "Security Agreement") whereby CCC and its subsidiaries granted CHASE a security interest in certain trademarks ("the Trademarks"), as evidenced in the Security Agreement attached as Exhibit A hereto, including the trademark "TOP BUY" (Serial No. 74-272,202, filed on May 4, 1992, which matured into Registration No. 1,873,381, registered on January 10, 1995);

WHEREAS, the Security Agreement was filed and recorded with the United States Patent and Trademark Office on March 11, 1993 at Trademark Reel 0941, Frame 0026;

WHEREAS, CHASE has agreed to release its security interest in the Trademarks, including the trademark "TOP BUY";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHASE and CCC hereby agree as follows:

1. Release and Assignment. CHASE hereby releases its security interest in and assigns and transfers to CCC, without recourse, all of its right, title and interest in and to the Trademarks, including the trademark "TOP BUY." All such rights and interests of CHASE as of the date hereof, shall hereby revert to CCC.

2. Acknowledgement and Acceptance. CCC hereby acknowledges and accepts the foregoing release and assignment by CHASE.

3. Counterparts. This Release may be executed in any number of counterparts, which shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, CHASE and CCC by their duly authorized officers, have executed this Release, to take effect as of the date first set forth above.

THE CHASE MANHATTAN BANK

By: Neil R. Boyla
Title: MANAGING DIRECTOR

CONSOLIDATED CIGAR
CORPORATION

By: [Signature]
Title: SR. Vice President

State of New York)
) ss.
County of New York)

Personally appeared before me, the undersigned, a notary Public in and for said County, Neil R. Boyles personally known to me, who, being by me first duly sworn, declared that she (he) is the Managing Director of The Chase Manhattan Bank ("CHASE"), that being duly authorized she (he) did sign and seal said instrument as such officer of and on behalf of CHASE, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20 day of January, 1998.

Elsa V. Griffith
Notary Public

My commission expires: 3/30/99

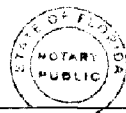
ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 99

State of Florida)
) ss.
County of Broward)

Personally appeared before me, the undersigned, a notary Public in and for said County, Gary Ellis personally known to me, who, being by me first duly sworn, declared that she (he) is the Sr. V.P. of Consolidated Cigar Corporation ("Consolidated"), that being duly authorized she (he) did sign and seal said instrument as such officer of and on behalf of Consolidated, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8 day of February 1999.

Robin Lane Jacoby



ROBIN LANE JACOBY
My Comm Exp: 7/21/00
Bonded By Service Ins
No. 00571992

Notary Public

My commission expires: 0-21-00

SECURITY AGREEMENT

SECURITY AGREEMENT dated as of March 3, 1993 between:

CONSOLIDATED CIGAR CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware (together with its successors and assigns, "Cigar");

CONGAR NEWCO INC., a corporation duly organized and validly existing under the laws of the State of Delaware (together with its successors and assigns, "Congar Newco");

each of the Domestic Subsidiaries of Cigar named on the signature pages hereof together with each other Domestic Subsidiary of Cigar that, after the date hereof, becomes a party to this Agreement (each such Domestic Subsidiary, together with its successors and assigns, the "Subsidiary Guarantor" and, collectively with Cigar and Congar Newco, the "Obligors"); and

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), as agent for the lenders party to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Agent").

Cigar (as the corporation surviving the Merger referred to in the Credit Agreement), Congar Newco, Congar International Corp. ("Congar International"), certain lenders and the Agent are parties to a Credit Agreement dated as of February 23, 1993 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by making of loans and issuing letters of credit) to be made by said lenders in an aggregate principal or stated amount not exceeding \$80,000,000 at any one time outstanding.

On the Congar Merger Date (as defined in the Credit Agreement), (a) Congar Newco will acquire all of the issued and outstanding capital stock of Congar International, (b) immediately following such acquisition, Mafco (as defined in the Credit Agreement) will contribute all of the issued and outstanding capital stock of Congar Newco to the Parent Guarantor (as defined in the Credit Agreement), (c) immediately following such contribution, the Parent Guarantor will contribute all of the issued and outstanding capital stock of Congar Newco to

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Cigar, (d) immediately following such contribution, Congar International will merge with and into Congar Newco, with Congar Newco as the corporation surviving such merger and (e) immediately following such merger, Congar Newco shall change its name from "Congar Newco Inc." to "Congar International Corp."

To induce said lenders to enter into the Credit Agreement and to extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations (as hereinafter defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Credit Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" shall have the meaning ascribed thereto in Section 3(d) hereof.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Collateral Account" shall have the meaning ascribed thereto in Section 4.01 hereof.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by any Obligor, including each Copyright identified in Annex 2 hereto.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Documents" shall have the meaning ascribed thereto in Section 3(j) hereof.

"Equipment" shall have the meaning ascribed thereto in Section 3(h) hereof.

"Indenture Pledge Agreement" shall mean the Pledge Agreement dated as of December 30, 1988 between Cigar and The First National Bank of Boston, as collateral agent, as the same shall be modified and supplemented and in effect from time to time.

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"Indenture Pledgee" shall mean The First National Bank of Boston, as collateral agent under the Indenture Pledge Agreement, together with its successors in such capacity.

"Instruments" shall have the meaning ascribed thereto in Section 3(e) hereof.

"Intellectual Property" shall mean all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Obligor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 5 hereto; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Obligor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by any Obligor in respect of any of the items listed above.

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"Inventory" shall have the meaning ascribed thereto in Section 3(f) hereof.

"Issuers" shall mean all Subsidiaries of Cigar whose capital stock is owned by Cigar or any of its Domestic Subsidiaries.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by any Obligor, including each Patent identified in Annex 3 hereto.

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"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Permitted Investments" shall mean Investments of the type referred to in clauses (a) through (c) of the definition of "Permitted Investments" in Section 1.01 of the Credit Agreement.

"Pledged Stock" shall have the meaning ascribed thereto in Section 3(a) hereof.

"Secured Obligations" shall mean (a) with respect to Cigar, (i) the principal of and interest on the Loans made by the Banks to, and the Note(s) held by each Bank of, Cigar and all other amounts from time to time owing to the Banks or the Agent by the Obligors under the Basic Documents other than this Agreement (including, without limitation, all Reimbursement Obligations and interest thereon and all obligations of Cigar under Section 6 of the Credit Agreement) and (ii) all obligations of the Obligors to the Banks and the Agent hereunder; (b) with respect to Congar International, (i) the principal of and interest on the Loans made by the Banks to, and the Note(s) held by each Bank of, Congar International and all other amounts from time to time owing to the Banks or the Agent by Congar International under the Basic Documents other than this Agreement (including, without limitation, all Reimbursement Obligations and interest thereon and all obligations of Congar International under the Subsidiary Guarantee) and (ii) all obligations of Congar International to the Banks and the Agent hereunder; (c) with respect to Congar Newco, (i) the principal of and interest on the Loans made by the Banks to, and the Note(s) held by each Bank of, Congar Newco and all other amounts from time to time owing to the Banks or the Agent by Congar Newco under the Basic Documents other than this Agreement (including, without limitation, all Reimbursement Obligations and interest thereon and all obligations of Congar Newco under the Subsidiary Guarantee), (ii) all obligations of Congar International under the Credit Agreement and the other Basic Documents assumed by Congar Newco and (iii) all obligations of Congar Newco to

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the Banks and the Agent hereunder; and (d) with respect to each Obligor (other than Cigar, Congar and Congar Newco), all obligations of such Obligor under the Subsidiary Guarantee.

"Stock Collateral" shall have the meaning ascribed thereto in Section 3(c) hereof.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by any Obligor, including each Trademark identified in Annex 4 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 2. Representations and Warranties. Each Obligor represents and warrants to the Banks and the Agent that:

(a) Such Obligor is (or will be at the time the Lien created hereby attaches) the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof and no Lien exists or will exist upon such Collateral at any time (and no right or option to acquire the same exists in favor of any other Person), except for (i) Liens permitted under Section 9.06 of the Credit Agreement, (ii) the option referred to in Section 9.05(d)(vii) of the Credit Agreement and (iii) the pledge and security interest in favor of the Agent for the benefit of the Banks created or provided for herein, which pledge and security interest will, at the time of its attachment (and assuming continued possession by the Agent

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of the certificates delivered to the Agent by such Obligor pursuant to Section 5.01 hereof), constitute a first priority perfected pledge and security interest in and to all of such Collateral (other than Intellectual Property registered or otherwise located outside of the United States of America).

(b) The Pledged Stock represented by the certificates identified under the name of such Obligor in Annex 1 hereto is, and all other Pledged Stock in which such Obligor shall hereafter grant a security interest pursuant to Section 3 hereof will be, duly authorized, validly issued, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the relevant Issuer, upon the transfer of such Pledged Stock (except for any such restriction contained herein or in, or expressly permitted by, the Credit Agreement).

(c) The Pledged Stock represented by the certificates identified under the name of such Obligor in Annex 1 hereto constitutes all of the issued and outstanding shares of capital stock of any class of each Issuer beneficially owned by such Obligor on the date hereof (or, in the case of any Issuer that is a Foreign Subsidiary and with respect to all Obligors identified in Annex 1 hereto, not less than 65% of the issued and outstanding shares of capital stock of each class of such Issuer), whether or not registered in the name of such Obligor, and said Annex 1 correctly identifies, as at the date hereof, the respective class and par value of the shares comprising such Pledged Stock and the respective number of shares (and registered owners thereof) represented by each such certificate.

(d) Annexes 2, 3 and 4 hereto set forth under the name of such Obligor complete and correct lists of all Copyrights, Patents and Trademarks, respectively, owned by such Obligor on the date hereof; except pursuant to licenses and other user agreements entered into by such Obligor in the ordinary course of business or as permitted by the Credit Agreement, which are listed in Annex 5 hereto, such Obligor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in said Annexes 2, 3 and 4, and all registrations listed in said Annexes 2, 3 and 4 are valid and in full force and effect.

(e) Annex 5 hereto sets forth a complete and correct list of all licenses and other user agreements included in Intellectual Property on the date hereof.

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(f) To such Obligor's knowledge as of the date hereof, (i) except as set forth in Annex 5 hereto, there is no violation by others of any right of such Obligor with respect to any Copyright, Patent or Trademark listed in Annexes 2, 3 and 4 hereto under the name of such Obligor and (ii) such Obligor is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against such Obligor or, to such Obligor's knowledge, threatened, and no claim against such Obligor has been received by such Obligor, alleging any such violation, except as may be set forth in Annex 5 hereto.

(g) Such Obligor does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.

(h) Any goods now or hereafter produced by such Obligor or any of its Subsidiaries included in the Collateral have been and will be produced in compliance in all material respects with the applicable provisions of the Fair Labor Standards Act, as amended.

(i) None of the Collateral consists of equipment used in farming operations, or farm products, or accounts or general intangibles arising from or relating to the sale of farm products by a farmer, or consumer goods.

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Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, each Obligor hereby pledges and grants to the Agent, for the benefit of the Banks as hereinafter provided, a security interest in all of such Obligor's right, title and interest in the following property, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence (all being collectively referred to herein as "Collateral"):

(a) the shares of stock represented by the certificates identified in Annex 1 hereto and all other shares of capital stock of whatever class of each Issuer, now or hereafter owned by Cigar or any Domestic Subsidiary, in each case together with the certificates representing the same (collectively, the "Pledged Stock");

(b) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up,

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revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(c) without affecting the obligations of such Obligor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which an Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to clause (a) or (b) above and this clause (c) being herein collectively called the "Stock Collateral");

(d) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of such Obligor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to such Obligor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys due and to become due to such Obligor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by such Obligor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(e) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of such Obligor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "Instruments");

(f) all inventory (as defined in the Uniform Commercial Code) of such Obligor, all goods obtained by such Obligor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

(g) all other accounts or general intangibles of such Obligor not constituting Accounts;

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(h) all equipment (as defined in the Uniform Commercial Code) of such Obligor, including all Motor Vehicles (herein collectively called "Equipment");

(i) each contract and other agreement of such Obligor relating to the sale or other disposition of Inventory or Equipment;

(j) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Obligor covering, evidencing or representing Inventory or Equipment (herein collectively called "Documents");

(k) all rights, claims and benefits of such Obligor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Obligor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(l) all Intellectual Property;

(m) the balance from time to time in the Collateral Account; and

(n) all other tangible and intangible property of such Obligor, including, without limitation, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Obligors described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Obligor or any computer bureau or service company from time to time acting for such Obligor;

provided that Collateral shall not include (i) any real Property and (ii) shares of capital stock of any class issued by any Foreign Subsidiary to the extent that the percentage of issued and outstanding shares of capital stock of such class subject to the Lien of this Agreement would constitute more than 65% of the issued and outstanding shares of capital stock of such class.

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Section 4. Cash Proceeds of Collateral.

4.01 Collateral Account. The Agent has established with Chase a cash collateral account (the "Collateral Account") in the name and under the control of the Agent into which there shall be deposited from time to time the cash proceeds of any of the Collateral required to be delivered to the Agent pursuant hereto and into which the Obligors may from time to time deposit any additional amounts which any of them wishes to pledge to the Agent for the benefit of the Banks as additional collateral security hereunder or which, as provided in Section 2.10(g) of the Credit Agreement, they are required to pledge as additional collateral security hereunder. The balance from time to time in the Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. Except as expressly provided in the next sentence and except as provided in Section 4.04 and 4.05 hereof, the Agent shall promptly remit the collected balance standing to the credit of the Collateral Account to or upon the order of the respective Obligor as such Obligor through Cigar shall from time to time instruct. However, at any time following the occurrence and during the continuance of an Event of Default, the Agent may (and, if instructed by the Banks as specified in Section 11.09 of the Credit Agreement, shall) in its (or their) discretion apply or cause to be applied (subject to collection) the balance from time to time standing to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 5.09 hereof. The balance from time to time in the Collateral Account shall be subject to withdrawal only as provided herein. In addition to the foregoing, each Obligor agrees that, at any time after the occurrence and during the continuance of an Event of Default, if the proceeds of any Collateral hereunder (including the payments made in respect of Accounts) shall be received by it, such Obligor shall, upon the request of the Agent, as promptly as possible deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by such Obligor for and as the property of the Agent and shall not be commingled with any other funds or property of such Obligor.

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4.02 Proceeds of Accounts. At any time after the occurrence and during the continuance of an Event of Default, each Obligor shall, upon the request of the Agent, instruct all account debtors and other Persons obligated in respect of all Accounts to make all payments in respect of the Accounts either (a) directly to the Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Agent) or (b) to one or more other banks in the United States of America (by instructing that such

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payments be remitted to a post office box which shall be in the name and under the control of the Agent) under arrangements, in form and substance satisfactory to the Agent pursuant to which such Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Agent for deposit into the Collateral Account. All payments made to the Agent as provided in the preceding sentence shall be immediately deposited in the Collateral Account.

4.03 Investment of Balance in Collateral Account.

Amounts on deposit in the Collateral Account shall be invested from time to time in such Permitted Investments as the respective Obligor through Cigar (or, after the occurrence and during the continuance of an Event of Default, the Agent) shall determine, which Permitted Investments shall be held in the name and be under the control of the Agent, provided that at any time after the occurrence and during the continuance of an Event of Default, the Agent may (and, if instructed by the Banks as specified in Section 11.09 of the Credit Agreement, shall) in its (or their) discretion at any time and from time to time elect to liquidate any such Permitted Investments and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 5.09 hereof.

4.04 Cover for Letter of Credit Liabilities. Amounts

deposited into the Collateral Account as cover for Letter of Credit Liabilities under the Credit Agreement pursuant to Section 2.10(g) or Section 10 thereof shall be held by the Agent in a separate sub-account (designated the "Letter of Credit Liabilities Sub-Account") and all amounts held in such sub-account shall constitute collateral security first for the Letter of Credit Liabilities outstanding from time to time and second as collateral security for the other Secured Obligations hereunder. If the amount standing to the credit of the Letter of Credit Liabilities Sub-Account on any date shall exceed the aggregate amount of all Letter of Credit Liabilities outstanding on such date, then the Agent shall, provided that no Event of Default shall have occurred and be continuing, remit such excess to or upon the order of the Company as the Company shall from time to time instruct. The balance from time to time in the Letter of Credit Liabilities Sub-Account shall be subject to withdrawal only as provided in this Section 4.04 and in the fourth sentence of Section 4.01 hereof.

4.05 Indenture Sub-Account. Amounts deposited into

the Collateral Account as contemplated by Section 7.01(g)(ii) of the Credit Agreement shall be held by the Agent in a separate sub-account (designated the "Indenture Sub-Account"). If (a) the Agent shall have received written confirmation from the Indenture

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Pledgee that the Indenture Pledgee will deliver to the Agent all of the Collateral (as defined in the Indenture Pledge Agreement) upon receipt by the Indenture Pledgee of written confirmation from the Agent that the amount standing to the credit to the Indenture Sub-Account has been transferred, in Dollars and immediately available funds, to an account of the Paying Agent under and as defined in the Existing Indenture for application by such Paying Agent to the payment of the aggregate amount of all principal, premium, interest, fees, expenses and other amounts due under the Existing Indenture on the redemption date specified in the notice of redemption referred to in Section 7.01(n)(iv) of the Credit Agreement and (b) the Indenture Pledgee shall have tendered to the Agent all of the Collateral (as defined in the Indenture Pledge Agreement) for delivery to the Agent upon receipt by the Indenture Pledgee of such written confirmation from the Agent, then the Agent shall remit the amount standing to the credit of the Indenture Sub-Account to such Paying Agent. The balance from time to time in the Indenture Sub-Account shall be subject to withdrawal only as provided in this Section 4.05 and in the fourth sentence of Section 4.01 hereof. Notwithstanding Section 4.03 hereof, amounts on deposit in the Indenture Sub-Account shall only be invested in Permitted Investments of the type referred to in clause (a) of the definition of "Permitted Investments" in Section 1.01 of the Credit Agreement and which have a maturity date not in excess of 30 days from the date of acquisition thereof.

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Section 5. Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, each Obligor hereby agrees with each Bank and the Agent as follows:

5.01 Delivery and Other Perfection. Each Obligor shall:

- (a) if any of the above-described shares, securities, moneys or property required to be pledged by such Obligor under clauses (a), (b) and (c) of Section 3 hereof are received by such Obligor, forthwith either (x) transfer and deliver to the Agent such shares or securities so received by such Obligor (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by the Agent, pursuant to the terms of this Agreement, as part of the Collateral or (y) take such other action as the Agent shall deem necessary or (in the reasonable judgment of the Agent) desirable to duly record the Lien created hereunder in such shares,

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securities, moneys or property in said clauses (a), (b) and (c);

(b) deliver and pledge to the Agent any and all Instruments, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may request; provided, that so long as no Event of Default shall have occurred and be continuing, such Obligor may retain for collection in the ordinary course any Instruments received by such Obligor in the ordinary course of business and the Agent shall, promptly upon request of such Obligor through Cigar, make appropriate arrangements for making any other Instrument pledged by such Obligor available to such Obligor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Agent, against trust receipt or like document);

(c) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or (in the reasonable judgment of the Agent) desirable to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Agent to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, if an Event of Default shall have occurred and be continuing, causing any or all of the Stock Collateral to be transferred of record into the name of the Agent or its nominee (and the Agent agrees that if any Stock Collateral is transferred into its name or the name of its nominee, the Agent will thereafter promptly give to the respective Obligor copies of any notices and communications received by it with respect to the Stock Collateral pledged by such Obligor hereunder), provided that notices to account debtors in respect of any Accounts or Instruments shall be subject to the provisions of clause (i) below;

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(d) without limiting the obligations of such Obligor under Section 5.04(c) hereof, upon the acquisition after the date hereof by such Obligor of any Equipment covered by a certificate of title or ownership, cause the Agent to be listed as the lienholder on such certificate of title and within 120 days of the acquisition thereof deliver evidence of the same to the Agent;

(e) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Agent may reasonably

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require in order to reflect the security interests granted by this Agreement;

(f) furnish to the Agent from time to time (but, unless an Event of Default shall have occurred and be continuing, no more frequently than quarterly) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as the Agent may reasonably request, all in reasonable detail;

(g) promptly upon request of the Agent, following receipt by the Agent of any statements, schedules or reports pursuant to clause (f) above, modify this Agreement by amending Annex 2, 3 and/or 4 hereto to include any Copyright, Patent or Trademark which becomes part of the Collateral under this Agreement;

(h) permit representatives of the Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from such Obligor's books and records pertaining to the Collateral, and (so long as an Event of Default shall have occurred and be continuing) permit representatives of the Agent to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as the Agent may reasonably require; and

(i) upon the occurrence and during the continuance of any Event of Default, upon request of the Agent, promptly notify (and such Obligor hereby authorizes the Agent so to notify) each account debtor in respect of any Instruments that such Collateral has been assigned to the Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Agent.

5.02 Other Financing Statements and Liens. Except for financing statements covering Property securing a Lien expressly permitted by Section 9.06 of the Credit Agreement or precautionary financing statements relating to true leases of Property not prohibited by the Credit Agreement, without the prior written consent of the Agent (granted with the authorization of the Banks as specified in Section 11.09 of the Credit Agreement), no Obligor shall file or suffer to be on file, or authorize or permit to be filed or to be on file, in any

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jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Agent is not named as the sole secured party for the benefit of the Banks.

5.03 Preservation of Rights. The Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

5.04 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

(1) The Obligors will cause the Stock Collateral to include at all times 100% (or, with respect to any Issuer that is a Foreign Subsidiary, at least 65%) of the total number of shares of each class of capital stock of each Issuer then outstanding.

(2) So long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement, the Notes or any other instrument or agreement referred to herein or therein, provided that the Obligors jointly and severally agree that they will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement, the Credit Agreement, the Notes or any such other instrument or agreement; and the Agent shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Obligors may reasonably request for the purpose of enabling the Obligors to exercise the rights and powers which they are entitled to exercise pursuant to this Section 5.04(a)(2).

(3) Unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any dividends on the Stock Collateral paid in cash out of earned surplus legally available for the payment of dividends.

(4) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not the Agent or any Bank exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Credit Agreement, the Notes or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Stock Collateral shall be paid directly to the Agent and retained by it in the

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Collateral Account as part of the Stock Collateral, subject to the terms of this Agreement, and, if the Agent shall so request in writing, the Obligors jointly and severally agree to execute and deliver to the Agent appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured, any such dividend or distribution theretofore paid to the Agent shall, upon request of the Obligors (except to the extent theretofore applied to the Secured Obligations), be returned promptly by the Agent to the Obligors.

(b) Intellectual Property.

(1) For the purpose of enabling the Agent to exercise rights and remedies under Section 5.05 hereof at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby grants to the Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and, subject to the rights of third parties, to all computer programs used for the compilation or printout thereof.

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 9.05 of the Credit Agreement which limit the right of the Obligors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Obligors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Agent shall from time to time, upon the request of the respective Obligor through Cigar, execute and deliver any instruments, certificates or other documents, in the form so requested, which such Obligor through Cigar shall have certified are appropriate (in their reasonable judgment) to allow them to take any action permitted above or to evidence the grant back provided in the next sentence (including relinquishment of the license provided pursuant to clause (1) immediately above as to any specific Intellectual Property). Further, upon the termination of this Agreement as provided in Section 5.12 hereof, the license granted pursuant to clause (1) immediately above shall automatically be granted back to the Obligors without any action required on the part of the Agent. The exercise of rights and remedies under Section 5.05 hereof by

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the Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligor in accordance with the first sentence of this clause (2).

(c) Motor Vehicles.

(1) At any time after the occurrence and during the continuance of an Event of Default, each Obligor shall, upon the request of the Agent, deliver to the Agent originals of the certificates of title or ownership for the Motor Vehicles owned by it with the Agent listed as lienholder.

(2) Upon the acquisition after the date hereof by any Obligor of any Motor Vehicle, such Obligor shall deliver to the Agent, at any time after the occurrence and during the continuance of an Event of Default and upon the request of the Agent, originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with the Agent listed as lienholder.

(3) Without limiting Section 5.10 hereof, each Obligor hereby appoints the Agent as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose after the occurrence and during the continuation of an Event of Default of (i) executing on behalf of such Obligor title or ownership applications for filing with appropriate state agencies to enable Motor Vehicles now owned or hereafter acquired by such Obligor to be retitled and the Agent listed as lienholder thereon, (ii) filing such applications with such state agencies and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, such Obligor as the Agent may deem necessary or (in the reasonable judgment of the Agent) desirable to accomplish the purposes hereof (including, without limitation, the purpose of creating in favor of the Agent a perfected lien on the Motor Vehicles and exercising the rights and remedies of the Agent under Section 5.05 hereof). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

(4) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicle covered thereby.

5.05 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of the Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Agent and such Obligor, designated in its request;

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(b) the Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) the Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Agent were the sole and absolute owner thereof (and each Obligor agrees to take all such action as the Agent may reasonably request to give effect to such right);

(d) the Agent in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(e) the Agent may, upon ten Business Days' prior written notice to the Obligors of the time and place, with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Agent, the Banks or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Agent or any Bank or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment or other disposition of any of the Trademark

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Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to the Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 5.05, including by virtue of the exercise of the license granted to the Agent in Section 5.04(b) hereof, shall be applied in accordance with Section 5.09 hereof.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Agent may be compelled, with respect to any sale of all or any part of the Stock Collateral, to limit purchasers to those who will agree, among other things, to acquire the Stock Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sale may be at prices and on terms less favorable to the Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale of Stock Collateral shall be deemed to have been made in a commercially reasonable manner and that the Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Stock Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.

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5.06 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.05 hereof are insufficient to cover the reasonable costs and expenses of such realization and the payment in full of the Secured Obligations, the Obligors shall remain liable for any deficiency.

5.07 Removals, Etc. Without at least 30 days' prior written notice to the Agent, no Obligor shall (i) maintain any of its books and records with respect to the Collateral at any office or maintain its principal place of business at any place, or permit any Inventory or Equipment to be located anywhere, other than at the address indicated beneath the signature of Cigar to the Credit Agreement or at one of the locations identified in Annex 6 hereto under its name or in transit from

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one of such locations to another or (ii) change its name, or the name under which it does business, from the name shown on the signature pages hereto or from Trademarks listed on Annex 7 hereto.

5.08 Private Sale. The Agent and the Banks shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.05 hereof conducted in a commercially reasonable manner. Each Obligor hereby waives any claims against the Agent or any Bank arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

5.09 Application of Proceeds. Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Agent under Section 4 hereof or this Section 5, shall be applied by the Agent:

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First, to the payment of the reasonable costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of the Agent and the reasonable fees and expenses of its agents and counsel, and all reasonable expenses incurred and advances made by the Agent in connection therewith;

Next, to the payment of the Secured Obligations, in each case equally and ratably in accordance with the respective amounts thereof then due and owing; and

Finally, to the payment to the respective Obligor or its respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

Notwithstanding the foregoing, the proceeds of any cash or other amounts held in the "Letter of Credit Liabilities Sub-Account" of the Collateral Account pursuant to Section 4.04 hereof shall be applied first to the Letter of Credit Liabilities outstanding from time to time and second to the other Secured Obligations in the manner provided above in this Section 5.09.

As used in this Section 5, "proceeds" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof

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received under any reorganization, liquidation or adjustment of debt of the Obligors or any issuer of or obligor on any of the Collateral.

5.10 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the Agent is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments which are necessary or (in the reasonable judgment of the Agent) desirable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

5.11 Perfection. Prior to or concurrently with the execution and delivery of this Agreement, each Obligor shall (i) file such financing statements and other documents in such offices as the Agent may reasonably request to perfect the security interests granted by Section 3 of this Agreement, (ii) at the request of the Agent, cause the Agent to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles owned by such Obligor and (iii) deliver to the Agent all certificates identified in Annex 1 hereto, accompanied by undated stock powers duly executed in blank.

5.12 Termination. When the principal of, and all interest accrued on, all Loans and Reimbursement Obligations outstanding shall have been paid in full, all fees and expenses then due and payable under Sections 2.04 and 12.03 of the Credit Agreement shall have been paid in full, all Commitments of the Banks under the Credit Agreement and all Letter of Credit Liabilities shall have expired or been terminated (or provision of cover for all Letters of Credit that have not been fully drawn or expired shall have been made pursuant to Section 12.07(b) of the Credit Agreement), the Collateral shall be released from the Liens created hereby and this Agreement shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the respective Obligors. Upon any such termination, the Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money

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received in respect thereof, to or on the order of the respective Obligor and to be released and cancelled all licenses and rights referred to in Section 5.04(b) hereof. The Agent shall also execute and deliver to the respective Obligor upon such termination such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by the respective Obligor to evidence the termination and release of the Liens on the Collateral.

5.13 Expenses. The Obligors jointly and severally agree to pay to the Agent all reasonable out-of-pocket expenses (including reasonable expenses for legal services of every kind) of, or incident to, the enforcement of any of the provisions of this Section 5, or performance by the Agent of any obligations of the Obligors in respect of the Collateral which the Obligors shall have failed or refused to perform, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Agent in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be Secured Obligations to the Agent secured under Section 3 hereof.

5.14 Further Assurances. Each Obligor agrees that, from time to time upon the written request of the Agent, such Obligor will execute and deliver such further documents and do such other acts and things as the Agent may reasonably request in order fully to effect the purposes of this Agreement.

5.15 Release of Motor Vehicles. So long as no Event of Default shall have occurred and be continuing, upon the request of any Obligor, the Agent shall execute and deliver to such Obligor such instruments as such Obligor shall reasonably request to remove the notation of the Agent as lienholder on any certificate of title for any Motor Vehicle; provided that any such instruments shall be delivered, and the release effective, only upon receipt by the Agent of a certificate from such Obligor stating that the Motor Vehicle the lien on which is to be released is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss) and any proceeds of such sale or casualty loss to the extent required by the Credit Agreement being paid to the Agent hereunder.

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Section 6. Miscellaneous.

6.01 No Waiver. No failure on the part of the Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

6.03 Notices. All notices, requests, consents and demands hereunder shall be in writing and telexed, telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Section 12.02 of the Credit Agreement and shall be deemed to have been given at the times specified in said Section 12.02.

6.04 Waivers, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and the Agent (with the consent of the Banks as specified in Section 11.09 of the Credit Agreement). Any such amendment or waiver shall be binding upon the Agent and each Bank, each holder of any of the Secured Obligations and each Obligor.

6.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor, the Agent, the Banks and each holder of any of the Secured Obligations (provided that no Obligor shall assign or transfer its rights hereunder without the prior written consent of the Agent).

6.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.07 Agents. The Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

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6.08 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Agent and the Banks in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

CONSOLIDATED CIGAR CORPORATION

By *[Signature]*
Title: President

CONGAR NEWCO INC.

By *[Signature]*
Title: President

CONGAR INTERNATIONAL CORP.

By *[Signature]*
Title: President

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

By *[Signature]*
Title: Branch Manager

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PLEGDED STOCKConsolidated Cigar CorporationCertificate No(s).Number of Shares

2	10,000 shares of common stock, par value \$0.01 per share, issued by Congar International Corp., of which Cigar is the record owner
20	7,800 shares of common stock, par value \$1.00 per share, issued by Tabacalera de Garcia, Ltd., of which Cigar is the record owner
20	3,250 shares of common stock, par value \$1.00 per share, issued by Tabacos San Andres, S.A. de C.V., of which Cigar is the record owner

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Annex 1 to Security AgreementTRADEMARK
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LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT REGISTRATION

Obligor: Consolidated Cigar Corporation

Pending Copyright Applications

None

Copyrights

<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Record Owner</u>
USA	199-533	Consolidated Cigar Corporation
USA	199-532	Consolidated Cigar Corporation
USA	410-111	Consolidated Cigar Corporation

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ANNEX 3

LIST OF PATENTS AND PATENT APPLICATIONS

Obligor: Consolidated Cigar Corporation

Pending Patent Applications

None

Patents

<u>Jurisdiction</u>	<u>Patent Number</u>	<u>Record Owner</u>
USA	4,135,962	Consolidated Cigar Corporation
USA	4,109,665	Consolidated Cigar Corporation
USA	4,006,749	Consolidated Cigar Corporation
USA	4,140,135	Consolidated Cigar Corporation
USA	4,256,124	Consolidated Cigar Corporation
USA	4,243,053	Consolidated Cigar Corporation
USA	4,452,257	Consolidated Cigar Corporation

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LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

U.S. Trademarks - Registrations

Obligor: Consolidated Cigar Corporation

<u>MARK</u>	<u>REG.#</u>	<u>ISSUED</u>
1886 AND DESIGN	323636	350423
A Y C	996895	741029
A&C	976252	740108
ACAPULCO	861884	681217
ACCENTS	1004356	730211
AIR-TIPS	715303	610516
AIR-TITE	626743	560518
AIRLOK	386280	410401
AIRWELT	848071	680430
ANADOR	858197	681008
ANARETTO	SR1235549	830419
ANTONIO Y CLEOPATRA	69342	080609
ANTONIO Y CLEOPATRA & DESIGN	802567	660125
ASCOT	1647610	910611
ASTON	1512020	881108
AYC SABERS CAMEROON DARK	1575399	900102
AYC SABERS CANDELA LIGHT	1573724	891226
BACKWOODS	1164008	810804
BEN FRANKLIN	770634	640602
BLACK 'N BURLY	1329978	850409
BOCK Y CA	137155	201123
BRUTS	1445521	870630
BUDGET BLEND	1602694	900619
CABANAS	678758	590519
CAMINO REAL	1550474	890801
CAMINOS	1050221	761012
CAPITAN DE TUEROS	1425062	870113
CCC (STYLIZED) AND DESIGN	814844	660913
CHAMPAGNE (STYLIZED) BLEND	886607	700224
CHINA BLACK	1563671	891031
CIGARLET	799288	651123
COPAL	858199	681008
CORAL KEY	115608	170227
CORDIALS	1533539	890404
CREMO	311750	340403
CRUSADERS	1073307	770813
DEMARK'S (STYLIZED)	1189522	820209
DEMARK'S VALUE BLEND	1189523	820209
DEMI TASSE	811614	660726
DEWINS	975796	740101
DON DIEGO	769414	640512
DON DIEGO & DESIGN	867406	690401
DON DIEGO PRELUDES	1688046	920519
DON MARCOS	938507	720725
DON MATEO	1541809	890530
DON MIGUEL	738500	621002

TRADEMARK

REEL 011 FRAME 053

MARK	REG	ISSUE
DON MIGUEL (PLUS OTHER NOTATIONS) & DESIGN	882737	691223
DREAM CASTLE (STYLIZED)	822741	691223
DUDES	965922	730814
DUTCH MASTERS & DESIGN	232114	270830
DUTCH MASTERS & PORTRAIT DESIGN	1696406	920623
DUTCH MASTERS (WORDS IN SEMI-CIRCLE)	502797	481012
DUTCH MASTERS NEW DESIGN	1324943	850312
DUTCH TREATS	889636	700421
E-S LOK (STYLIZED) & DESIGN	510169	490531
EL AGUILA DE ORO	381326	400917
EL AGUILA DE ORO & EAGLE DEVICE	136373	201102
EL AMO	1554984	890905
EL CID	1444375	870623
EL CID	853059	680723
EL DORADO	1461257	871013
EL PRO	1440790	870526
EL PRODUCTO	707118	601115
EL TRIUNFO	812013	660802
FILLS-EASY	848072	680430
FILTRMATIC	1283574	840626
FIRESIDE	1558362	890926
FIRESIDE	732986	620619
FIRESIDE	983655	740514
FIRESIDE SMOKING TOBACCO DANISH BLEND	1226843	830208
EXTRA MILD		
FLAMENCO (STYLIZED)	788954	650504
FLAMENCO LAS PALMAS (PLUS OTHER NOTATIONS) & DESIGN	762638	640428
FLAVOR-LOCK	385562	410311
FLOR DE CANARIAS	1663596	911105
FLOR DE CANARIAS & DESIGN	892715	700616
FLOR DE LAS PALMAS (PLUS OTHER NOTATIONS) & DESIGN	890788	700512
FLYCASTERS (STYLIZED) & DESIGN	542080	310508
FLYCASTERS MIXTURE (STYLIZED) & DESIGN	274448	300826
FOLD-A-PAK	643425	570402
FRESH LOC	1467669	880726
GAUCHO	1718560	920922
GRENADEIERS	1364830	851008
H DE CABANAS Y CARBAJAL & MONOGRAM DESIGN	313205	340522
H. SUTLIFF	830096	670613
HARVESTER	420413	480409
HEADLINE	509880	490817
HEARTHIDE TOBACCO	1553996	890829
HEINE'S BLEND PLUS OTHER NOTATIONS & DESIGN	249891	281120
HEINE'S CAVENDISH & DESIGN	780875	641201
HONI-LOC	1498589	880802

REEL 94 / FRAME 65

TRADEMARK

MARK	REG#	ISSUED
IMPULSE	1707113	920811
IRC AND THREE STAR DESIGN	1162135	810721
IRC BUDGET BLEND	1326273	850319
IRISH CREAM	1349909	850716
JACI & DESIGN	1,273,040	840403
KRISWILL	1328869	850402
KRISWILL	1451216	870804
LA AZORA	313943	340612
LA CAROLINA	1421387	861216
LA CAROLINA TOP IRON	81291	060410
LA CORONA	82892	130808
LA CORONA LID LABEL	528782	800808
LA CORONA SCEPTERS LIGHT & DESIGN	1369398	851105
LA CORONA TOP IRON	263335	230109
LA CORONA WHIPPS WITH GOLD CROWN & BLACK/GOLD BACKGROUND	1370472	851112
LA CORONA WHIPPS WITH WHITE CROWN & WHITE/GOLD BACKGROUND	1369397	851105
LA CORONA WITH CROWN & SWORDS IN CIRCLE	862283	681224
LA FLOR DE HENRY CLAY TOP IRON	137156	201123
LA FLOR DE LA ROMANA	1003823	750204
LA INSULAR	790928	650615
LA MANCHA	859579	681108
LA PALINA	420414	460409
LANCELOT	858198	681008
LANZA (STYLIZED)	1323598	850305
LAS CARRILLAS	1563670	891031
LOVERA	507005	490222
MAC TAVISH (STYLIZED) & DESIGN	882742	691223
MALAGUENA	1173548	811013
MARAUDER	947817	721128
NATACAN	1544785	890620
MCKENZIES	1685853	920805
MEDITATIONS	812014	660802
MIXTURE NO. 78	1034995	760302
MIXTURE NO. 78 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	510678	490607
MONTECRUZ	856364	680910
MONTECRUZ (PLUS OTHER NOTATIONS) & DESIGN	869286	680513
MURIEL	802152	480914
MURIEL MATES	1321179	850219
MURIEL SWEET	1311345	841225
MURIEL WOMAN HEAD DESIGN	683556	590818
NIMROD	1032484	760203
NIMROD Design	1227743	830215
NO. 78	1034996	760302
NURICA	660509	580418
PAUSERS	812015	660802
PEGASUS	1162138	810721

REEL 1866 FRAME 0586

U.S. Trademarks- Registrations

Obligor: Cuban Cigar Brands, N.V.

TRADEMARK

<u>MARK</u>	<u>REG#</u>	<u>ISSUED</u>
H. UPJOHN & SUNBURST DESIGN	89518	121217
MONTE CRISTO	1173547	811013
MONTE CRISTO & DESIGN	332324	360211
FOR LARRANAGA	1133823	800422
FOR LARRANAGA & MEDALS DESIGN	277130	301104
FOR LARRANAGA (WORDS & VARIOUS DESIGNS)	277131	301104
SUNBURST DESIGN	1455670	870901
SWORD DESIGN	1459466	870929

REEL 1866 FRAME 0587

TRADEMARK

MARK	REG	INT
PETERSON'S	1195349	820
PICADORES	812016	660
PIPE-MATE	1209960	820
PILES	819406	6611
PORTINA	636126	8610
POWDERHORN	1410836	8609
PRIMO DEL REY	321461	2611
RAPIERS	816883	6610
RELAXATION	1647608	9106
RIATA	1511200	8811
RIES' THREE STAR MIXTURE AND 3 STAR DESIGN	812867	66081
ROGERS (STYLIZED)	631565	56073
ROI-TAN	734058	62071
RYO	862285	68122
RYO FILTERMATIC (STYLIZED) & DESIGN	886611	70022
RYO FILTERMATIC (STYLIZED) & DESIGN	889594	700421
SAN ANDRES TOBACCO	802426	660118
SANTA YNEZ	1349904	850716
SHIP DESIGN	1463055	871027
SIBONEY	901415	701027
SILVER CROWN	987219	740702
SLYDE-LOK (STYLIZED)	819554	800110
SOLERA	1442389	870609
SQUARE DEAL (STYLIZED)	1514782	881129
STERLING	998071	841116
SUPER VALUE	1665572	911119
SUPREME THE WORLD OVER & GLOBE DEVICE	831645	670704
SUTLIFF PRIVATE STOCK PLUS OTHER NOTATIONS & DESIGN	1172530	811006
SUTLIFF'S	1575402	900102
TAKK	932106	720411
TALL SHIPS	1065414	770810
TE-AMO	1559193	891003
TE-AMO SEGUNDOS	1199803	820629
TESORO	1341387	850611
THREE STAR BANNER LITE	1,546,662	890704
THREE STAR EBONY	1206786	820831
THREE STAR ROYAL	1544784	890620
TOP VALUE	1411593	860830
TOREROS	812018	660802
TUEROS	854012	680806
UNIVERSAL SUPER FILL	1579342	900123
VAN SAUN	1223029	830104
VAN SAUN	1500727	880816
VINTAGE	323635	350423
WONDER BLEND	1439449	870512

U.S. Trademarks - Registrations

Obligor: Tabacalera de Garcia

<u>MARK</u>	<u>REG</u>	<u>ISSUED</u>
LA RANA	1131936	800311
ROYAL JAMAICA	777714	640929
ST. ANDREW	1251320	830913

TRADEMARK

1866 0588

U.S. Trademarks - Applications

Obligor: Consolidated Cigar Corporation

<u>MARK</u>	<u>SERIAL #</u>	<u>FILED</u>
APERITIFE	049377	900416
CAPTAIN'S CHOICE	199246	910829
CONTEMPLATION	007038	891204
DON TEO	165097	910509
EL CAPTAIN CHOICE	199244	910829
EL PRADO	274767	920512
FALCONE & DESIGN	283162	920609
FLAMENCO LAS PALMAS	166199	780413
GOOD STUFF	336179	921202
GRENADEER	280807	920528
GUARDSMAN	074398	900629
MELLO BLEND	281984	920602
NEW YORK NEW YORK & DESIGN	145834	910307
OLD DOMINGO	152067	910328
PAISANCE	254179	920110
PETERSON'S	299977	920724
PRIDE OF THE USA	261278	920401
RUSTLERS	199247	910829
SMART BUY	279298	920504
SUPER BUY	272203	920504
SUPERIOR & CCC DESIGN	294493	920715
SUPERIOR VALUE	294494	920715
SUPRE SWEETS	330007	921109
TOP BUY	272202	920504
VALUE SHIELD & DESIGN	313353	920914
SUPERIOR & CCC DESIGN	348608	930113
SUPRE	347813	930112
SUPRE VALUE	347810	930112
SUPRE BUY		930112
1492		930225
WONDER BLEND	340372	921215
MCKENZIES	345023	930104
SUPER VALUE AND DESIGN	347811	930112

U.S. Trademarks - Applications

Obligor: Cuban Cigar Brands, N.V.

<u>Mark</u>	<u>Serial Number</u>	<u>Filed</u>
MONTE CRISTO	251,737	920303

TRADEMARK

REEL 051 REEL 070

REEL 1866 FRAME 71

Foreign Trademarks - Registrations

Obligor: Consolidated Cigar Corporation

TRADEMARK

COUNTRY	MARK	REG#	CLASS#
ALGERIA	LA CORONA TOP IRON	39.565	670402
	ANTONIO Y CLEOPATRA	(PUBLICATION)	790619
ARAB EMIRATES	LA CORONA	(PUBLICATION)	790619
	ANTONIO Y CLEOPATRA	1151954	880702
ARGENTINA	DUTCH MASTERS	1009758	601020
	LA CORONA TOP IRON	981457	290628
ARUBA	A Y C	14121	891214
	ANTONIO Y CLEOPATRA	14122	891214
	ANTONIO Y CLEOPATRA & DESIGN	14119	891214
	DON DIEGO	14123	891214
	DON MIGUEL	14124	891214
	LA CORONA TOP IRON	14118	891214
	MONTECRUZ	14120	891214
	ANTONIO Y CLEOPATRA	A276444	740227
	ANTONIO Y CLEOPATRA & DESIGN	A276554	740304
	AYC	A279,034	740608
	DON DIEGO	A190481	661222
	DON MIGUEL	B285104	761129
AUSTRALIA	LA CORONA TOP IRON	A5191	071028
	ROI-TAN	A170431	611106
AUSTRIA	ANTONIO Y CLEOPATRA	77815	740715
	ANTONIO Y CLEOPATRA & DESIGN	77814	740715
BAHAMAS	LA CORONA TOP IRON	8413	550120
	ANTONIO Y CLEOPATRA	9286	781130
BENELux	DON DIEGO	6863	720104
	DUTCH MASTERS & NEW DESIGN	12769	880210
	LA CORONA TOP IRON	2889	580211
	A&C	324225	740228
	ANTONIO Y CLEOPATRA	097303	891230
	ANTONIO Y CLEOPATRA & DESIGN	310616	720515
	ANTONIO Y CLEOPATRA TOP IRON	097306	901230
	CARANAS	69379	711022
	DON DIEGO	397767	840213
	DON DIEGO	480208	900613
	DUTCH MASTERS	66070	730817
	H DE CARANAS Y CARBAJAL & MONOGRAM DESIGN	404355	841026
BENELUX	HENRY CLAY	69389	711022
	LA CORONA	69383	711022
	LA CORONA IN WHITE WITH CROWN & LEAVES (RED BACKGROUND)	404156	840911
	LA CORONA TOP IRON	69381	711022
	MIGUELITOS	327872	741028
	ANTONIO Y CLEOPATRA	7545	740306
BERMUDA	ANTONIO Y CLEOPATRA & DESIGN	7549	740306
	DON DIEGO	1006	710922
	DON MIGUEL	7682	750428
	LA CORONA TOP IRON	4181	580215
BOLIVIA	ANTONIO Y CLEOPATRA	33909A	740908
	ANTONIO Y CLEOPATRA & DESIGN	297434 33517A	740909
	LA CORONA TOP IRON	31683A	430621

TRADEMARK

COUNTRY	MARK	REG#	INTL
BRAZIL	A Y C	740102834	811
	E DE CARAKAS Y CARBAJAL & MONOGRAM DESIGN	1282/0270508	880
CANADA	A Y C	207799	780
	AIR-TIPS	129007	621
	ANTONIO Y CLEOPATRA	52/12655	080
	ANTONIO Y CLEOPATRA & DESIGN	204964	750
	DON MARCOS & DESIGN	230688	781
	DON MIGUEL	127357	620
	EL CID	183669	720
	LA CORONA	NS 4/1932	331
	LA CORONA LID LABEL	N.S.4/1935	331
	LA CORONA TOP IRON	NS 4/1936	331
	MIXTURE NO. 79	113/29030	471
	MONTECRUZ	149387	670
	NIMROD PIPELITER	205687	750
	PRIMO DEL RAY	385432	910
CHANNEL ISLES	LA CORONA TOP IRON	1429	340
	ANTONIO Y CLEOPATRA	334,677	880
CHILE	LA CORONA TOP IRON	281921	840
	ANTONIO Y CLEOPATRA	157579	820
CHINA	LA CORONA	157584	820
	ANTONIO Y CLEOPATRA	132516	901
COLUMBIA	EL AGUILA DE ORO & EAGLE DEVICE	129369	891
	LA CORONA	11855	120
COSTA RICA	ANTONIO Y CLEOPATRA	19279 (PART A)	781
	A Y C	24/1973	730
CYPRUS	ANTONIO Y CLEOPATRA	527/1975	750
	ANTONIO Y CLEOPATRA & DESIGN	526/1975	750
	DON DIEGO	2491/1971	710
	DUTCH MASTERS & DESIGN	1333/1967	670
	LA CORONA TOP IRON	22/1915	150
	ROI-TAN	3695/1977	771
	DON MARCOS	22708	740
	FLOR DE CANARIES	43620	871
	LA CORONA TOP IRON	7008	490
	ANTONIO Y CLEOPATRA	812 POL 1623/1624	740
DENMARK	ANTONIO Y CLEOPATRA & DESIGN	814 POL 1627/1628	740
	A Y C	71438	800
FINLAND	ANTONIO Y CLEOPATRA	69611	790
	ANTONIO Y CLEOPATRA & DESIGN	69608	790
	DUTCH MASTERS & DESIGN	56249	9004
	A Y C	1273380	7404
FRANCE	A&C	1263262	7403
	ANTONIO Y CLEOPATRA	1262743	7402
	ANTONIO Y CLEOPATRA & DESIGN	1262745	7402
	ANTONIO Y CLEOPATRA CLASSICS	1235516	8305
	ANTONIO Y CLEOPATRA GRENADIERS	1475387	8807
	ANTONIO Y CLEOPATRA TOP IRON	1032675	6211
	ANTONIO Y CLEOPATRA TRIBUNES	1235515	8305
	AYC SABERS CAMEROON DARK	1486333	8809

TRADEMARK

COUNTRY	MARK	REG#	CLASS#
FRANCE	AYC SABERS CARDELA LIGHT	1486332	880901
	CABANAS (DESIGN)	1215022	721810
	DON DIEGO	1597510	900615
	DON MIGUEL	1075199	781110
	DON MIGUEL	1368058	860818
	DON MIGUEL LANCIEROS	1528459	890420
	DUTCH MASTERS	1241014	580808
	H DE CABANAS Y CARRAJAL & MONOGRAM DESIGN	1310959	890126
	LA CORONA TOP IRON	1404000	770517
	LA CORONA TOP IRON	1469995	040415
	MIGUELITOS	1277975	740920
	GERMANY	MONTECRUZ	1558811
A & C		947424	740507
ANTONIO Y CLEOPATRA		911138	740227
ANTONIO Y CLEOPATRA & DESIGN		965779	740227
DON DIEGO		1140683	890602
DON MIGUEL		780992	631209
DUTCH MASTERS		743898	601221
H DE CABANAS Y CARRAJAL & MONOGRAM DESIGN		614188	500227
H DE CABANAS Y CARRAJAL & MONOGRAM DESIGN		75226	040510
LA CORONA TOP IRON		74377	040510
MIGUELITOS		934878	750821
MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN		795416	641011
GIBRALTAR	MONTECRUZ	831342	660411
	LA CORONA TOP IRON	1615	060401
GREECE	ANTONIO Y CLEOPATRA	62282	781111
	DON DIEGO	32330	65101
	DON MIGUEL	31788	65101
	DUTCH MASTERS & DESIGN	35475	66051
	LA CORONA TOP IRON	9571	34070
HONDURAS	LA CORONA TOP IRON	8631	50020
	A & C	1164/1975	74061
	ANTONIO Y CLEOPATRA	792/1973	72101
	ANTONIO Y CLEOPATRA & DESIGN	1380/1974	74031
	LA CORONA TOP IRON	82187/1984	79051
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	820/1967	67011
	MONTECRUZ	1228/66	6604
ICELAND	ANTONIO Y CLEOPATRA	1771974	7407
	ANTONIO Y CLEOPATRA & DESIGN	175/1974	7407
	LA CORONA TOP IRON	50/1958	5803
INDIA	ANTONIO Y CLEOPATRA	294575	7402
	ANTONIO Y CLEOPATRA & DESIGN	294655	7402
	LA CORONA TOP IRON	16594	4301
INDONESIA	A & C	118163	7701
	ANTONIO Y CLEOPATRA	116455	7701
	ANTONIO Y CLEOPATRA & DESIGN	116448	7701

TRADEMARK

COUNTRY	MARK	REG	XL
INDONESIA	LA CORONA TOP IRON	145376	20
IRELAND	ANTONIO Y CLEOPATRA	60980	89
	LA CORONA TOP IRON	44330	28
ISRAEL	A Y C	39297	74
	ANTONIO Y CLEOPATRA	38876	74
	ANTONIO Y CLEOPATRA & DESIGN	38895	74
	LA CORONA TOP IRON	49424	80
ITALY	AEC	302097	74
	ANTONIO Y CLEOPATRA	302096	74
	ANTONIO Y CLEOPATRA & DESIGN	304513	74
	DON DIEGO	268709	81
	DUTCH MASTERS	358708	59
	EL PRODUCTO	358707	59
	LA CORONA TOP IRON	484511	05
	MURIEL	358706	59
JAMAICA	ANTONIO Y CLEOPATRA	23352	84
	LA CORONA TOP IRON	429	02
JAPAN	A Y C	1431173	91
	ANTONIO IN ENGLISH AND KATAKANA CHARACTERS	742552	67
	ANTONIO Y CLEOPATRA	1177548	76
	ANTONIO Y CLEOPATRA & DESIGN	2315833	91
	BACKWOODS	2024772	88
	DUTCH MASTERS	1902849	86
	LA CORONA TOP IRON	1816610	85
	LA CORONA WHIPPS AND DESIGN	1816609	85
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	1616214	83
	MURIEL AIR-TIPS	2256904	90
	MURIEL AIR-TIPS & PACKAGE DESIGN	811484	69
	MURIEL CORONELLA	2256903	90
	MURIEL CORONELLA & PACKAGE DESIGN	811483	69
	ROI-TAN	599642	62
KUWAIT	ANTONIO Y CLEOPATRA	6400	74
	ANTONIO Y CLEOPATRA & DESIGN	6401	74
LEBANON	ANTONIO Y CLEOPATRA	52894	89
	ANTONIO Y CLEOPATRA & DESIGN	52893	89
	LA CORONA TOP IRON	51660	88
MALAYA	ANTONIO Y CLEOPATRA	M/64754	74
	ANTONIO Y CLEOPATRA & DESIGN	M/64753	74
MALTA	ANTONIO Y CLEOPATRA & DESIGN	13847	79
	BOCK Y CA & DEVICE	334	04
	LA CORONA TOP IRON	326	04
	LA FLOR DE HENRY CLAY TOP IRON	2826	33
MONACO	ANTONIO Y CLEOPATRA	787845	78
	LA CORONA TOP IRON	R.87.11493	87
MOROCCO	ANTONIO Y CLEOPATRA	29439	79
	LA CORONA TOP IRON	28115	80
NETH ANTILLES	A Y C	9407	74
	ANTONIO Y CLEOPATRA	9301	74
	ANTONIO Y CLEOPATRA & DESIGN	9300	74

TRADEMARK

COUNTRY	MARK	REGD	ISSUED
WEST ANTILLES	DOM DIEGO	13406	841224
	DOM MIGUEL	9129	731113
	LA CORONA TOP IRON	256	190829
	MONTECRUZ	11731	810318
NEW ZEALAND	MONTECRUZ	14477	870917
	ANTONIO Y CLEOPATRA	127064	790227
	ANTONY & CLEOPATRA	92834	700219
	LA CORONA TOP IRON	20536	230910
NORWAY	ANTONIO Y CLEOPATRA	89061	730904
	ANTONIO Y CLEOPATRA & DESIGN	86285	721102
	DUTCH MASTERS & DESIGN	70560	661125
	DUTCH MASTERS (PICTURE ALONE)	70561	661125
PANAMA	LA CORONA TOP IRON	11481	240215
	ANTONIO Y CLEOPATRA	19267	741121
	CABANAS	21739	771003
	LA CORONA TOP IRON	17884	730720
PARAGUAY	MONTECRUZ	10598	681014
	ANTONIO Y CLEOPATRA	110715	740824
	ANTONIO Y CLEOPATRA & DESIGN	110717	740528
	LA CORONA TOP-IRON AND 4 LABELS	111946	540229
PERU	ANTONIO Y CLEOPATRA	24660	740619
PHILIPPINES	A Y C	23734	760713
	ANTONIO Y CLEOPATRA	23357	760609
	LA CORONA TOP IRON (WITHOUT WORDS LA CORONA)	728	390621
	LA CORONA	R 5790	250601
POLAND	A&C	185899	811117
	ANTONIO Y CLEOPATRA	185897	811117
	ANTONIO Y CLEOPATRA & DESIGN	185898	811117
	DUTCH MASTERS & DESIGN	134822	670623
PORTUGAL	LA CORONA TOP IRON	140940	170528
	A Y C	19088	740924
	A&C	19012	740924
	ANTONIO Y CLEOPATRA	19011	740924
PUERTO RICO	ANTONIO Y CLEOPATRA & DESIGN	19013	740924
	DUTCH MASTERS & DESIGN (6 PERSON PORTRAIT)	5228	671212
	DUTCH MASTERS & DESIGN (6 PERSON PORTRAIT)	8495	521030
	DUTCH MASTERS (WORDS IN SEMI-CIRCLE)	3826	521003
	EL PRODUCTO	8498	521030
	HARVESTER	8496	521030
	HEADLINE	9937	560924
	LA PALINA	8054	460409
	LA PALINA	8497	521030
	LOVERA	4714	490222
	MIXTURE NO. 79 (STYLIZED PLUS OTHER NOTATIONS) & DESIGN	12831	640102
	MURIEL	9938	560924
	ROI-TAN	12071	620507
	ANTONIO Y CLEOPATRA	3107	870726

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COUNTRY	MARK	REG#	CL
QATAR	LA CORONA	2114	87
SAUDI ARABIA	ANTONIO Y CLEOPATRA	107/91	80
	LA CORONA	122/39	80
SINGAPORE	ANTONIO Y CLEOPATRA	60263	74
	ANTONIO Y CLEOPATRA & DESIGN	60262	74
SOUTH AFRICA	ANTONIO Y CLEOPATRA	74/1019	74
	ANTONIO Y CLEOPATRA & DESIGN	74/1020	74
	DON DIEGO	64/3880	64
	LA CORONA TOP IRON	761/30	30
	MONTECRUZ	75/2659	71
SPAIN	A&C	744456	77
	DON MIGUEL	381518	67
	DUTCH MASTERS & DESIGN	506035	87
	LA CORONA TOP IRON	11545	02
	MONTECRUZ	448239	64
	MONTECRUZ AND DEVICE	545860	74
SWEDEN	ANTONIO Y CLEOPATRA	140751	72
	ANTONIO Y CLEOPATRA & DESIGN	140750	72
	DUTCH MASTERS & DESIGN	120718	67
	LA CORONA IN WHITE WITH CROWN & LEAVES (RED BACKGROUND)	210729	81
	LA CORONA TOP IRON	18678	18
	ROI-TAN	160853	77
SWITZERLAND	A Y C	275439	74
	ANTONIO Y CLEOPATRA	272202	74
	ANTONIO Y CLEOPATRA & DESIGN	272609	74
	ANTONIO Y CLEOPATRA TOP IRON	331745	64
	DON DIEGO	382136	90
	DON MIGUEL	I.R.286603	64
	H DE CABANAS Y CARBAJAL & MONOGRAM DESIGN	271442	34
	HENRY CLAY	360895	07
	LA CORONA TOP IRON	336970	05
	MIGUELLITOS	273877	75
TAIWAN	LA CORONA TOP IRON	8116	88
TURKEY	ANTONIO Y CLEOPATRA	108598	78
	LA CORONA TOP IRON	87378	50
UNITED KINGDOM	A Y C	992587	72
	ANTONIO Y CLEOPATRA	992110	72
	ANTONIO Y CLEOPATRA & DESIGN	992109	72
	ANTONIO Y CLEOPATRA TOP IRON	861225	64
	BOCK Y CA & DESIGN	535695	33
	DON DIEGO	922518	68
	DON MARCOS	948081	69
	DON MIGUEL	818554	61
	DUTCH MASTERS & DESIGN	8901708	66
	DUTCH MASTERS PICTURE	787079	87
	H DE CABANAS Y CARBAJAL LABEL	564663	18
	H DE CABANAS Y CARBAJAL TOP IRON	22786	78
	LA CORONA	416011	21
	LA CORONA TOP IRON	281636	06

COUNTRY	MARK	REGD	INT
UNITED KINGDOM	MIGUELLITOS	1032098	74
	MONTICRUIZ	868633	64
	PRIMO DEL REY	B1055034	77
URUGUAY	ANTONIO Y CLEOPATRA	224377	89
	LA CORONA TOP IRON	209.810	34
VENEZUELA	ANTONIO Y CLEOPATRA & DESIGN	121.274-Y	86
	MIXTURE NO. 79	114065-F	85

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Foreign Trademarks - Applications
TRADEMARK

Obligor: Consolidated Cigar Corporation

<u>COUNTRY</u>	<u>MARK</u>	<u>S/N</u>	<u>FILED</u>
COLOMBIA	LA CORONA TOP IRON	282116	880222
GERMANY	DON MARCOS	C 42588/34 W2	910510
GREECE	PRIMO DEL REY	107819	920130
HONG KONG	DON DIEGO	11013/92	920509
MEXICO	ANTONIO Y CLEOPATRA	141005	920601
	BACKWOODS	148419	920826
	DON DIEGO	141007	920601
	DUTCH MASTERS	141004	920601
	DUTCH TREATS	141008	920601
	MONTECRUZ	141009	920601
	MURIEL	141010	920601
SPAIN	DON DIEGO	1575752	900621
SWITZERLAND	LA ROMANA	6939/1991.8	911014
UNITED KINGDOM	SANTA DANIANA	1481855	911010

Trade Names

- Consolidated Cigar Corporation
- Tabacalera de Garcia
- Cuban Cigar Brands
- Sutliff Tobacco
- Tobacco San Andres
- Dream Castle Tobacco
- Moro Cigar Company
- Congar International Corp.

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FILED 04/11/1988 079

LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS

Obligor: (as noted)

1. Sales and license agreement between Consolidated Cigar Corporation and Iwan Ries & Company, dated March 31, 1988.
2. Spanish distributorship contract between Consolidated Cigar Corporation and Tabacalera, S.A.
3. License from Tabacalera de Garcia Limited to Compania Insular Tabacalera, S.A. of Western Hemisphere marks including the United States, dated July 31, 1980.
4. License from Tabacalera de Garcia Limited to Compania Insular Tabacalera, S.A. of worldwide trademarks excluding Spanish registrations, dated October 1, 1981.
5. License from Compania Insular Tabacalera, S.A. to General de Tabacos, S.A., of the trademark DON MIGUEL worldwide except the United States, dated June 2, 1981.
6. License from U.S. Tobacco Manufacturing Company, Inc. to Consolidated Cigar Corporation of the trademark SATISFACTION for the United States, dated February 7, 1991.
7. License from Consolidated Cigar Corporation to GSC Enterprises, Inc. of the trademark MCKENZIES for the United States, dated September 8, 1992.
8. Consolidated Cigar Corporation distribution agreement with SEITA, the French government tobacco monopoly, for products sold under various marks.
9. Manufacturing agreement between Consolidated Cigar Corporation as successor to America Cigar Division of American Brands, Inc. and AGIO Sigarenfabrieken, N.V.
10. Various Consolidated Cigar Corporation consent agreements, e.g., with Liggett regarding EL DORADO and EL PRO; with Faberge regarding BRUTS; with Century Tobacco regarding the Sailboat Design mark; with Iwan Ries & Company regarding the IRC mark; with Carreras Limited regarding the GUARDSMAN mark; and with Brown & Williamson regarding CAPTAIN'S CHOICE and EL CAPTAIN CHOICE.
11. Tabacalera de Garcia, Ltd. and 936 Newco, Inc. are subsidiaries of Consolidated Cigar Corporation and are or may be licensed to use Consolidated Cigar Corporation's owned Trademarks

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and/or Trademark Registrations as necessary and appropriate to the business activities of Consolidated Cigar Corporation and its subsidiaries.

12. Sale agreement between Tabacalera, S.A. and Cuban Cigar Brands, N.V. of the worldwide rights (excluding the United States, Dominican Republic and Cuba) of the H. UPMANN, MONTE CRISTO and POR LARRANAGA marks, permitting manufacture of products under the marks by Tabacalera in Cuba for sale outside of the United States, Dominican Republic and Cuba, dated August 2, 1991.

TRADEMARK

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LIST OF LOCATIONSConsolidated Cigar Corporation

5900 North Andrews Avenue
Ft Lauderdale, Florida 33309-2300

McAdoo and Tesckow Roads
McAdoo, Pennsylvania 18237

c/o Allied Products
Sutcliff Tobacco
600 Perdue Avenue
Richmond, Virginia 07096

Congar Newco Inc.

c/o Mafco Holdings Inc.
38 East 63rd Street
New York, New York 10021

Congar International Corp.

5900 North Andrews Avenue
Ft Lauderdale, Florida 33309-2300

Avenue Antonio R. Barcelo Frenta
Rep. Montellano
Cayey, Puerto Rico 00633

Municipal Road 778
Comerio, Puerto Rico 00642

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FILED 09/11/86 082

Annex 6 to Security Agreement

RECORDED
PATENT AND TRADEMARK
OFFICE

ANNEX 7

1993

LIST OF TRADEMARKS

Trademarks as listed in Annexes 4, owned by the obligors
noted therein.

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1993